

9/29/05 2:18:04
BK 2.317 PG 234
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO:



GILLENWATER, CHERYL

Record and Return To:
Integrated Loan Services
600-A N John Rodes Blvd.
Maitheurne, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

LAQUETTA SMOOT
AMSOUTH BANK
P.O. BOX 830721
BIRMINGHAM, AL 35283
(800) 896-6513

NOTE TO CHANCERY CLERK:

MODIFICATION OF DEED OF TRUST

2005-2271101250
0723360560
07233605610

THIS MODIFICATION OF DEED OF TRUST dated August 31, 2005, is made and executed between between CHERYL E GILLENWATER, whose address is 3675 SWINNEA RD, SOUTHHAVEN, MS 38672 and PATRICK C GILLENWATER, whose address is 3675 SWINNEA RD, SOUTHHAVEN, MS 38672; wife and husband ("Grantor") and AmSouth Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 3, 2004 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED 07/06/2004 IN DESOTO COUNTY BK-2023 PG 0214; MODIFIED 08/31/2005.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DESOTO County, State of Mississippi:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as: 3675 SWINNEA RD, SOUTHHAVEN, MS 38672.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 35,000 to \$ 55,000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 31, 2005.

GRANTOR:

X
CHERYL E GILLENWATER

X
PATRICK C GILLENWATER

LENDER:

AMSOUTH BANK

X
Authorized Officer

Integrated

MODIFICATION OF DEED OF TRUST (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS

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) SS

COUNTY OF DeSoto

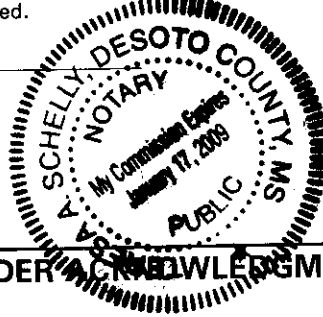
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Personally appeared before me, the undersigned authority in and for the said County and State, on this 31 day of August, 20 05, within my jurisdiction, the within named **CHERYL E GILLENWATER and PATRICK C GILLENWATER, wife and husband**, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Sheresa Schelly
NOTARY PUBLIC

My Commission Expires:

January 17, 2009



LENDER ACKNOWLEDGMENT

STATE OF MS

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) SS

COUNTY OF DeSoto

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Personally appeared before me, the undersigned authority in and for the said County and State, on this 31 day of August, 20 05, within my jurisdiction, the within named Heath Paper a corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Sheresa Schelly
NOTARY PUBLIC

My Commission Expires:

January 17, 2009



SCHEDULE "A"

THE FOLLOWING DESCRIBED PROPERTY LYING IN CITY OF SOUTHAVEN, COUNTY OF DESOTO, STATE OF MISSISSIPPI MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1.00 ACRE (43,560.00 SQUARE FEET, MORE OR LESS), TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 7 WEST; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1762.43 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 40.55 FEET TO A ½' REBAR ACT ON THE WEST RIGHT OF WAY LINE OF SWINNEA ROAD AND THE SOUTH LINE OF SWINNEA OAKS SUBDIVISION, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT; THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00 DEGREES 35 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 132.89 FEET TO A ½" REBAR SET; THENCE NORTH 89 DEGREES 22 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 329.04 FEET TO A ½" REBAR SET; THENCE NORTH 00 DEGREES 37 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 132.86 FEET TO A ½" REBAR SET ON THE SOUTH LINE OF SWINNES OAKS SUBDIVISION; THENCE ALONG SAID SOUTH LINE OF SOUTH 89 DEGREES 22 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 326.20 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 1.00 ACRE (43,560.00 SQUARE FEET, MORE OR LESS.) AS PER SURVEY BY RUSSEL & COMPANY, DATED JULY 13, 1998.

1998 PROPERTY TAXES, WHICH ARE NOT YET DUE AND PAYABLE, ARE HEREBY ASSUMED. ALSO, SUBJECT TO SUBDIVISION RESTRICTIONS, BUILDING LINES AND EASEMENTS OF RECORD IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

BEING THE SAME PROPERTY CONVEYED TO BILLY TODD DBA BILLY TODD HOMES BY DEED OF RECORD IN INSTRUMENT NO. 317-6, DESOTO COUNTY REGISTER'S OFFICE.

KNOWN: 3657 SWEENEY RD

PARCEL: # 274-1800.0-0002

INDEXING INSTRUCTIONS: THE SOUTHEAST AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI.